

Christopher B. Ghio (State Bar No. 259094)
Christopher Celentino (State Bar No. 131688)
DINSMORE & SHOHL LLP
655 West Broadway, Suite 800
San Diego, CA 92101
Telephone: 619.400.0500
Facsimile: 619.400.0501
christopher.ghio@dinsmore.com
christopher.celentino@dinsmore.com

Proposed Special Counsel to Richard A. Marshack,
Chapter 11 Trustee

D. Edward Hays (State Bar No. 162507)
Laila Masud (State Bar No. 311731)
MARSHACK HAYS LLP
870 Roosevelt
Irvine, CA 92620
Telephone: 949.333.7777
Facsimile: 949.333.7778
ehays@marshackhays.com

Proposed General Bankruptcy Counsel to Richard A. Marshack,
Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re:
THE LITIGATION PRACTICE GROUP P.C.,
Debtor.

Case No.: 8:23-bk-10571-SC

Chapter 11

**NOTICE OF EMERGENCY MOTION
AND EMERGENCY MOTION FOR
ORDER AUTHORIZING THE CHAPTER
11 TRUSTEE TO ENTER INTO AN
EXPENSE REIMBURSEMENT
AGREEMENT WITH THE AD HOC
COMMITTEE**

Date: TBD
Time: 1:30 p.m.
Judge: Hon. Scott C. Clarkson
Place: Courtroom 5C
411 W. Fourth Street
Santa Ana, CA 92701

**TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY
JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTOR, AND ALL
SCHEDULED CREDITORS AND THEIR COUNSEL OF RECORD:**

PLEASE TAKE NOTICE that on a date to be ordered by the court, on the 1:30 p.m. calendar, in Courtroom 5C of the United States Bankruptcy Court located at 411 W. Fourth Street, Santa Ana, California 92701, a hearing will be held before the Honorable Scott C. Clarkson, United States Bankruptcy Judge for the Central District of California (the “Court”), to consider the *Motion for Order Authorizing the Chapter 11 Trustee to Enter Into an Expense Reimbursement Agreement With the Ad Hoc Committee* (the “Motion”) filed jointly by Richard A. Marshack, solely in his capacity as Chapter 11 Trustee (the “Trustee”) of the bankruptcy estate (the “Estate”) of The Litigation Practice Group P.C. (the “Debtor”) in the above-captioned bankruptcy case (the “Case”), and proposed Special Litigation Counsel to the Trustee (the “Special Litigation Counsel”) relative the proposed Ad Hoc Committee of Consumer Claimants (the “Ad Hoc Committee”).

PLEASE TAKE FURTHER NOTICE that the Motion is made pursuant to 11 U.S.C. § 363(b)(1) on the grounds that entry into that certain Reimbursement Agreement, which provides for payment of the Ad Hoc Committee’s fees and expenses by the Estate as further explained in the Motion, is a sound exercise of the Trustee’s business judgment.

PLEASE TAKE FURTHER NOTICE that the Motion is based on (a) this Notice of Motion and Motion, Memorandum of Points and Authorities, and Declaration of Richard A. Marshack, (b) the pleadings on file in this Case of which the Court is requested to take judicial notice, and (c) such other pleadings and evidence as may be properly submitted in connection with the Motion.

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Bankruptcy Rule 9013-1(f), any response or opposition to the Motion must be (i) in writing and include a complete written statement of all reasons in opposition thereto or in support or joinder thereof, declarations and copies of all photographs and documentary evidence on which the responding party intends to rely and any responding memorandum of points and authorities, and (ii) filed

with the Court and served on the Trustee, proposed special counsel for the Trustee, proposed general bankruptcy counsel for the Trustee, proposed counsel for the Ad Hoc Committee of Consumer Claimants, the Debtor, and the Office of the United States Trustee within 14 days prior to the hearing on this Motion, including at the following addresses:

For Service on the Trustee

Christopher B. Ghio, Esq.
Christopher Celentino, Esq.
DINSMORE & SHOHL LLP
655 West Broadway, Suite 800
San Diego, CA 92101

For Service on the Hon. Scott C. Clarkson

Hon. Scott C. Clarkson
Ronald Reagan Federal Building
411 W. Fourth Street, bin on 5th Fl.
Santa Ana, CA 92701

&

D. Edward Hays, Esq.
Laila Masud, Esq.
MARSHACK HAYS LLP
870 Roosevelt
Irvine, CA 92620

**For Service on the Office of the
United States Trustee**

Office of the United States Trustee
411 W. Fourth Street, Ste 7160
Santa Ana, CA 92701

For Filing with the Court

Clerk's Office
United States Bankruptcy Court
411 W. Fourth Street
Santa Ana, CA 92701

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Bankruptcy Rule 9013-1(h), the failure to file and serve a timely response to the Motion may be deemed by the Court to be consent to the granting of the relief requested in the Motion.

Dated: June 13, 2023

Respectfully submitted,

MARSHACK HAYS LLP

By: /s/ D. Edward Hays

D. Edward Hays

Laila Masud

Proposed General Bankruptcy Counsel to
Richard A. Marshack, Chapter 11 Trustee

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Richard A. Marshack, the Chapter 11 Trustee (the “Trustee”) for the bankruptcy estate (the “Estate”) of The Litigation Practice Group, P.C. (the “Debtor”) in the above-captioned bankruptcy case (the “Case”), along with the proposed Special Litigation Counsel Dinsmore & Shohl LLP (the “Special Litigation Counsel”) jointly move (the “Motion”), pursuant to section 363 of title 11 of the United States Code (the “Bankruptcy Code”), for entry of an order authorizing the Trustee to enter into a post-petition expense reimbursement agreement (the “Reimbursement Agreement”) to pay certain fees and expenses of the Ad Hoc Committee. A true and correct copy of the Reimbursement Agreement is attached as **Exhibit A** to the Declaration of Richard A. Marshack, filed contemporaneously herewith. In support of this Motion, the Trustee respectfully represents as follows:

II. FACTUAL BACKGROUND

A. The Bankruptcy Case

On March 20, 2023 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing the Case.

After the Office of the United States Trustee (the “UST”) filed the *Motion by United States Trustee to Dismiss or Convert Case Pursuant to 11 U.S.C. § 1112(b)* [Docket No. 21] and creditors Debt Validation Fund II, LLC; MC DVI Fund 1, LLC; and MC DVI Fund 2, LLC filed the *Motion by DVF and MC DVI to Dismiss Chapter 11 Case Pursuant to 11 U.S.C. §§ 105, 305, 349, & 1112, or in the Alternative Convert This Case to Chapter 7 or Appoint a Trustee* [Docket No. 44], the Court entered the *Order Directing United States Trustee to Appoint Chapter 11 Trustee* [Docket No. 58] on May 4, 2021, thereby granting the UST’s motion and directing the UST to appoint a Chapter 11 Trustee in the Case.

Pursuant to the *Acceptance of Appointment as Chapter 11 Trustee* [Docket No. 63], on May 8, 2023, Mr. Marshack accepted his appointment as the Chapter 11 Trustee in the Case, and he continues to serve in this capacity at this time.

1 **B. The Ad Hoc Committee**

2 In conjunction with this Motion, the Trustee will be filing a motion seeking the appointment
3 of Pachulski Stang Ziehl & Jones LLP (“Pachulski”) as the legal representative for approximately
4 50,000 consumer claimants who have been clients of the Debtor and who have paid for debt relief
5 legal services (the “Claimants”). The Ad Hoc Committee is being proposed to advance the common
6 interests of all Claimants, particularly with respect to any claims on account of services not
7 provided by the Debtor.

8 Working together, the Trustee and Ad Hoc Committee will put in place a framework of
9 consumer protections applicable to any sale of estate property to attempt to ensure under the
10 circumstances that the debt invalidation and legal services due under the Debtor’s Legal Services
11 Agreements are provided in a manner consistent with applicable law and ethical guidelines.
12 Working within this framework, the Trustee and Ad Hoc Committee will work to expedite recovery
13 for Claimants while ensuring consumers are protected. This framework will provide a better
14 outcome for Claimants by maximizing the value of Estate Property and in a manner consistent with
15 both consumer protection and ethical standards. As a result, the Trustee and Ad Hoc Committee
16 anticipate that this framework will result in a far greater likelihood of significant recoveries for
17 Claimants than would years of piecemeal litigation.

18 **C. The Reimbursement Agreement**

19 To facilitate a successful resolution of this Case and attempt to ensure under the
20 circumstances that all parties are adequately represented, especially the Claimants whose interests
21 are of paramount importance, the Trustee proposes to enter into the attached Reimbursement
22 Agreement with the Ad Hoc Committee.

23 The Reimbursement Agreement provides that the Debtor will pay (a) the reasonable and
24 documented out-of-pocket expenses of members of the Ad Hoc Committee and (b) the reasonable
25 and documented fees and out-of-pocket expenses of professionals that are currently or will be
26 retained by the Ad Hoc Committee, including, without limitation, Pachulski (collectively, the
27 “Professionals”), for the period of May 30, 2023 through the termination of the Reimbursement
28 Agreement (together, the “Fees and Expenses”).

1 The Reimbursement Agreement provides that the Professionals will file monthly fee
2 statements and interim and final fee applications.

3 Both parties can terminate the Reimbursement Agreement at any time, and for any reason,
4 by providing written notice to the other party, and such termination will be effective ten (10)
5 business days following the delivery of the written notice.

6 **III. ARGUMENT**

7 Pursuant to section 363(b) of the Bankruptcy Code, the Trustee requests that the Court enter
8 an order authorizing him to enter into the Reimbursement Agreement with the Ad Hoc Committee.

9 **A. The Trustee May Enter Into the Reimbursement Agreement Pursuant to** 10 **11 U.S.C. § 363(b).**

11 Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that a trustee, “after
12 notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property
13 of the estate.” 11 U.S.C. § 363(b)(1). A trustee is afforded deference, particularly where he
14 exercised business judgment, when approving non-ordinary course transactions under section
15 363(b) of the Bankruptcy Code. *See, e.g., Debilio v. Golden (In re Debilio)*, No. CC-13-1441-
16 TaPaKi, 2014 Bankr. LEXIS 3886, at *15–16 (9th Cir. BAP Sep. 11, 2014) (citing *Simantob v.*
17 *Claims Prosecutor, L.L.C. (In re Lahijani)*, 325 B.R. 282, 289 (9th Cir. BAP 2005)); *see also In re*
18 *Galleria USA, Inc.*, No. 8:09-bk-20651-TA, 2010 Bankr. LEXIS 3916, at *4 (Bankr. C.D. Cal. Jan.
19 13, 2010) (J. Albert) (approving an agreement and sale under section 363(b) of the Bankruptcy
20 Code and noting that the transaction was a “reasonable exercise of the Trustee’s business
21 judgment”).

22 Courts in this Circuit, and others, have regularly approved agreements providing for the
23 payment of professional fees of ad hoc committees and unsecured creditors’ professional fees as a
24 proper exercise of the debtor or trustee’s business judgment. *See, e.g., In re PG&E Corporation and*
25 *Pacific Gas and Electric Company*, No. 19-30088 (DM) (Bankr. N.D. Cal. Feb. 5, 2020) (J.
26 Montali) [Docket No. 5637] (authorizing debtors to reimburse professional fees of ad hoc
27 committee); *In re Purdue Pharma L.P.*, No. 19-23649 (RDD) (Bankr. S.D.N.Y. Dec 2, 2019)
28 (J. Drain) [Docket No. 553] (authorizing debtors to “perform the Reimbursement Agreement

pursuant to section 363 of the Bankruptcy Code”); *In re Hercules Offshore, Inc.*, No. 15-11685 (KJC) (Bankr. D. Del. Aug. 24, 2015) (J. Sontchi) [Docket No. 95] (approving payment of unsecured creditors’ professional fees in connection with a restructuring support agreement).

Approval of the Fees and Expenses at a later date under section 503(b) of the Bankruptcy Code would be an inadequate substitute for the pre-authorization sought in this Motion. In that case, the Fees and Expenses of Claimants’ professionals in this Case could ultimately be passed on to the claimants. Unlike corporate litigants, the Ad Hoc Committee and individual consumer Claimants are ill-equipped to bear the costs of the professionals. Absent the relief requested in this Motion, the Ad Hoc Committee’s ability to engage and meaningfully participate in this Case would likely be significantly impaired.

The cases cited above make clear that fees incurred by unsecured creditors’ professionals may be authorized on a prospective basis to the extent payment of such fees would benefit the debtor’s estate by, among other things, facilitating progress in the case.

B. Entry Into the Reimbursement Agreement Is a Proper Exercise of the Trustee’s Business Judgment.

The Trustee’s entry into the Reimbursement Agreement is a sound exercise of his business judgment and should be approved under section 363(b) of the Bankruptcy Code. The Trustee recognizes the importance of protecting the Claimants’ interests and endeavors to do so. To that end, the Trustee will work with the Ad Hoc Committee to formulate a plan of liquidation that considers the Claimants’ interests. The Trustee intends to sell viable portions of the Debtor’s business and, in doing so, to consult with Claimants vis-à-vis competent counsel that is paid by the Estate.

Claimants’ interests are enhanced by the Ad Hoc Committee’s involvement. Funding under the Reimbursement Agreement will permit the Ad Hoc Committee to counsel Claimants as to the benefits of the Debtor’s business, which, when sold to legitimate attorneys, will return to providing valuable debt relief services that may have recently ceased due to the acts of prior bad actors who were faced with financial difficulty. The Ad Hoc Committee can serve as an intermediary between the Trustee and Claimants and can convey to the Trustee any concerns that Claimants may have.

1 While the Trustee has agreed to pay from the Estate certain fees and expense of the Ad Hoc
2 Committee in connection with this Case, the Trustee believes that these costs represent a significant
3 savings over the fees and expenses that could be incurred if he were required to negotiate with
4 members of the Ad Hoc Committee on an individual basis.

5 The Trustee's business judgment in entering into the Reimbursement Agreement is further
6 supported by certain provisions that safeguard Estate resources and ensure that the payment of the
7 Fees and Expenses is in the best interest of the Estate. These safeguards include a provision that
8 allows the Trustee to terminate the Reimbursement Agreement and halt the accrual of future Fees
9 and Expenses upon ten business days' written notice. This right to terminate ensures that the
10 Trustee will not risk paying Fees and Expenses if there is no longer utility in doing so. The
11 Reimbursement Agreement also requires the Professionals to submit invoices for payment. This
12 provides the Trustee and other parties in interest an opportunity to review and, if appropriate, object
13 to the Fees and Expenses.

14 Thus, for all of these reasons, the Trustee respectfully submits that its entry into the
15 Reimbursement Agreement should be approved as a sound exercise of his business judgment.

16 **C. Waiver of Rule 6004(h) of the Federal Rules of Bankruptcy Procedure Is**
17 **Appropriate.**

18 As a final matter, the Trustee requests that the stay imposed by Rule 6004(h) of the Federal
19 Rules of Bankruptcy Procedure upon orders authorizing the use, sale, or lease of property be waived
20 under the circumstances of this Case. It is in the interest of Trustee, Ad Hoc Committee, and
21 Claimants that the transaction be approved as quickly as possible without any stay upon the entry of
22 an order granting this Motion.

23 ///

24 ///

25 ///

26 ///

27 ///

28

IV. CONCLUSION

Thus, the Trustee respectfully requests that this Court grant the Motion.

Dated: June 13, 2023

Respectfully submitted,

MARSHACK HAYS LLP

By: /s/ D. Edward Hays

D. Edward Hays

Laila Masud

Proposed General Bankruptcy Counsel to
Richard A. Marshack, Chapter 11 Trustee

DECLARATION OF RICHARD A. MARSHACK

I, RICHARD A. MARSHACK, declare:

1. I am the Chapter 11 Trustee (the “Trustee”) for the bankruptcy estate (the “Estate”) of The Litigation Practice Group, P.C. (the “Debtor”) in the above-captioned bankruptcy case (the “Case”). As such, except as expressly stated otherwise, I have personal knowledge of the facts set forth below and could and would competently testify under oath thereto if requested to do so.

2. I submit this Declaration in support of the *Joint Motion For Order Authorizing the Chapter 11 Trustee to Enter Into an Expense Reimbursement Agreement With the Ad Hoc Committee* (the “Motion”), filed contemporaneously herewith. Capitalized terms not otherwise defined herein have the same meanings ascribed to them in the Motion.

3. The Court may take judicial notice of the following:

a. On March 20, 2023, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing the Case.

b. After the Office of the UST filed the *Motion by United States Trustee to Dismiss or Convert Case Pursuant to 11 U.S.C. § 1112(b)* [Docket No. 21] and creditors Debt Validation Fund II, LLC; MC DVI Fund 1, LLC; and MC DVI Fund 2, LLC filed the *Motion by DVF and MC DVI to Dismiss Chapter 11 Case Pursuant to 11 U.S.C. §§ 105, 305, 349, & 1112, or in the Alternative Convert This Case to Chapter 7 or Appoint a Trustee* [Docket No. 44], the Court entered the *Order Directing United States Trustee to Appoint Chapter 11 Trustee* [Docket No. 58] on May 4, 2021, thereby granting the UST’s motion and directing the UST to appoint a Chapter 11 Trustee in the Case.

c. Pursuant to the *Acceptance of Appointment as Chapter 11 Trustee* [Docket No. 63], on May 8, 2023, I accepted my appointment as the Chapter 11 Trustee in the Case, and I continues to serve in this capacity at this time.

4. I will be filing a motion seeking the appointment of Pachulski as the legal representative for approximately 50,000 Claimants. The Ad Hoc Committee is being proposed to advance the common interests of all Claimants, particularly with respect to any claims on account of services not provided by the Debtor.

1 5. The Ad Hoc Committee and I have created a framework to protect consumers and
2 expedite the recovery for Claimants in an equitable manner. This framework will provide a better
3 outcome for Claimants than would the potential for years of piecemeal litigation compensating
4 some but not all Claimants.

5 6. Entry into the Reimbursement Agreement is a sound exercise of my business
6 judgment. I recognize the importance of protecting the Claimants' interests and endeavor to do so.
7 To that end, I will work with the Ad Hoc Committee to formulate a plan of liquidation that
8 considers the Claimants' interests. I intend to sell viable portions of the Debtor's business and, in
9 doing so, to consult with Claimants vis-à-vis competent counsel that is paid by the Estate.

10 7. A true and correct copy of the Reimbursement Agreement is attached hereto as
11 **Exhibit A** and incorporated herein.

12 8. While I have agreed to pay from the Estate certain fees and expense of the Ad Hoc
13 Committee in connection with this Case, I believe that these costs represent a significant savings
14 over the fees and expenses that could be incurred if I were required to negotiate with members of
15 the Ad Hoc Committee on an individual basis.

16 I declare under penalty of perjury under the laws of the United States of America that the
17 foregoing is true and correct.

18
19 DATED: June 6, 2023



Richard A. Marshack

EXHIBIT A

Exhibit "A"

June 5, 2023

Ira Kharasch
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd. 13th Floor
Los Angeles, CA 90067

Re: Expense Reimbursement Agreement

Dear Mr. Kharasch:

We understand that the Ad Hoc Consumer Committee (the "AHCC") has retained Pachulski Stang Ziehl & Jones LLP (collectively, the "Professionals") in connection with the chapter 11 case, Case No. 8:23-bk-10571-SC (the "Chapter 11 Case") filed by The Litigation Practice Group, PC (the "Debtor") in the United States Bankruptcy Court for the Central District of California – Santa Ana Division (the "Bankruptcy Court"). The Professionals agree to work together efficiently and to coordinate their services to the AHCC to minimize duplication.

The purpose of this letter agreement (this "Reimbursement Agreement") is to confirm that the Debtor has agreed to pay (i) the reasonable and documented out-of-pocket expenses of members of the AHCC and (ii) the Professionals' reasonable and documented fees and out-of-pocket expenses for the period from the date the Professionals are retained by the AHCC through the date of termination of this Reimbursement Agreement (together, the "Fees and Expenses") in connection with the Professionals' representation of the AHCC in the Chapter 11 Case.

Any confidential information concerning the Debtor shared with the AHCC or the Professionals shall be subject to any protective order entered in the Chapter 11 Case and/or other non-disclosure agreement to be agreed between the parties.

Notwithstanding the obligations hereunder to pay the Fees and Expenses of the Professionals, the Debtor acknowledges and agrees that the AHCC is the Professionals' client, that the Professionals will in no way be deemed to represent the Debtor and that no attorney-client relationship between the Professionals and the Debtor is or will be created or reflected hereby. The Debtor further acknowledges and agrees that nothing in this Reimbursement Agreement shall, directly or indirectly, by implication or otherwise, waive or be deemed to constitute a waiver of, or otherwise prejudice in any manner whatsoever, applicable privileges (if any), including without limitation, the attorney-client privilege, covering all communication and correspondence between the Professionals and the AHCC or any member of the AHCC and any work product and analyses prepared by or on behalf of the Professionals or the AHCC or any member of the AHCC.

During the term of this Reimbursement Agreement, the Professionals shall file monthly fee statements and interim and final fee applications with the Bankruptcy Court as set forth in the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* (the "Interim Compensation Order"). Unless disputed, the Debtor will pay the Fees and Expenses in accordance with this Reimbursement Agreement and the Interim Compensation Order. The monthly fee statements will include time detail and the applicable rates and hours worked by each Professional. The Professionals reserve their right to redact such fee statements for privileged material. The rates charged in connection with this Reimbursement Agreement will be the same as those that the Professionals charge (respectively) to their other clients.

Within five business days of the execution of this Reimbursement Agreement, the Debtor will file a motion seeking Bankruptcy Court approval to satisfy its obligations under this Reimbursement Agreement (the "Approval Motion", and the corresponding order, the "Approval Order"). The Approval

Motion and the Approval Order must be reasonably acceptable to the AHCC and will provide that the Fees and Expenses shall be payable as administrative expenses of the Debtor's chapter 11 estate and otherwise in accordance with this Reimbursement Agreement, provided that nothing in the foregoing or in the Approval Order shall alter the Debtor's right to terminate this Reimbursement Agreement as set forth below.

The Debtor and the AHCC may terminate this Reimbursement Agreement at any time and for any reason by providing written notice to the other party, and such termination shall be effective upon ten business days' prior written notice to the other party. For the avoidance of doubt, nothing in this paragraph shall limit the Debtor's obligation to pay the Fees and Expenses that have been incurred prior to the effective date of termination. Except for such obligation, no party shall have any liability or other obligation to any other party resulting from its decision to terminate this Reimbursement Agreement.

No party may assign this Reimbursement Agreement, in whole or in part, without the prior written consent of the other party.

All notices permitted or required under this Reimbursement Agreement will be made by email and overnight delivery to the signatory below for each party and such party's counsel. Any party may change its recipient of notice by providing written notice of such change to the other party.

This Reimbursement Agreement may be amended only by a writing signed by each party hereto.

This Reimbursement Agreement includes the entire understanding between the parties with respect to the subject matter hereof. The provisions of this Reimbursement Agreement may be modified only pursuant to a subsequent written agreement executed by, or on behalf of, the AHCC.

THIS REIMBURSEMENT AGREEMENT SHALL BE GOVERNED BY THE LAWS AND APPLICABLE ETHICAL RULES OF THE STATE OF CALIFORNIA AND VENUE FOR ACTION HEREUNDER SHALL BE IN THE BANKRUPTCY COURT.

On behalf of the **LITIGATION
PRACTICE GROUP PC**

By: _____
Name: Richard Marshack
Title: Partner, Marshack & Hays LLP

On behalf of the **AD HOC COMMITTEE
OF SUPPORTING COUNSEL**

By: _____
Name: Ira Kharasch
Title: Partner, Pachulski Stang, Ziel & Jones, LLP

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **NOTICE OF EMERGENCY MOTION AND EMERGENCY MOTION FOR ORDER AUTHORIZING THE CHAPTER 11 TRUSTEE TO ENTER INTO AN EXPENSE REIMBURSEMENT AGREEMENT WITH THE AD HOC COMMITTEE** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **June 13, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On **June 13, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**MAIL REDIRECTED TO TRUSTEE
DEBTOR**

THE LITIGATION PRACTICE GROUP P.C.
ATTN: OFFICER, A MANAGING OR GENERAL AGENT, OR
TO ANY OTHER AGENT AUTHORIZED BY APPOINTMENT
OR LAW TO RECEIVE SERVICE OF PROCESS
17542 17TH STREET, SUITE 100
TUSTIN, CA 92780

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL**: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **June 13, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY:

PRESIDING JUDGE'S COPY

HONORABLE SCOTT C. CLARKSON
UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE
411 WEST FOURTH STREET, SUITE 5130 / COURTROOM 5C
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 13, 2023
Date

Layla Buchanan
Printed Name

/s/ Layla Buchanan
Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **ATTORNEY FOR CREDITOR SDCO TUSTIN EXECUTIVE CENTER, INC.:** Ronald K Brown
ron@rkbrownlaw.com
- **INTERESTED PARTY COURTESY NEF:** Shawn M Christianson cmcintire@buchalter.com,
schristianson@buchalter.com
- **INTERESTED PARTY COURTESY NEF: Richard H Golubow** rgolubow@wghlawyers.com,
jmartinez@wghlawyers.com;svillegas@wghlawyers.com
- **ATTORNEY FOR TRUSTEE:** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com;
kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR CREDITOR CITY CAPITAL NY:** Alan Craig Hochheiser ahochheiser@mauricewutscher.com,
arodriguez@mauricewutscher.com
- **ATTORNEY FOR CREDITOR DEBT VALIDATION FUND II, LLC; CREDITOR MC DVI FUND 1, LLC; and
CREDITOR MC DVI FUND 2, LLC:** Garrick A Hollander ghollander@wghlawyers.com,
jmartinez@wghlawyers.com; svillegas@wghlawyers.com
- **ATTORNEY FOR DEBTOR THE LITIGATION PRACTICE GROUP P.C.:** Joon M Khang joon@khanglaw.com
- **INTERESTED PARTY COURTESY NEF: David S Kupetz** David.Kupetz@lockelord.com,
mylene.ruiz@lockelord.com
- **INTERESTED PARTY COURTESY NEF: Michael D Lieberman** mlieberman@lipsonneilson.com
- **CHAPTER 11 TRUSTEE RICHARD A MARSHACK (TR):** Richard A Marshack (TR)
pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titledxi.com
- **ATTORNEY FOR TRUSTEE:** Laila Masud lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;
kfrederick@ecf.courtdrive.com
- **US TRUSTEE: Kenneth Miskin** Kenneth.M.Miskin@usdoj.gov
- **INTERESTED PARTY COURTESY NEF:** Byron Z Moldo bmoldo@ecjlaw.com, amatsuoka@ecjlaw.com,
dperez@ecjlaw.com
- **INTERESTED PARTY COURTESY NEF:** Alan I Nahmias anahmias@mbn.law, jdale@mbnlawyers.com
- **ATTORNEY FOR US TRUSTEE:** Queenie K Ng queenie.k.ng@usdoj.gov
- **INTERESTED PARTY COURTESY NEF:** Ronald N Richards ron@ronaldrichards.com,
7206828420@filings.docketbird.com
- **INTERESTED PARTY COURTESY NEF: Gregory M Salvato** gsalvato@salvatoboufadel.com,
calendar@salvatolawoffices.com;jboufadel@salvatoboufadel.com;gsalvato@ecf.inforuptcy.com
- **INTERESTED PARTY COURTESY NEF:** Paul R Shankman PShankman@fortislaw.com, info@fortislaw.com
- **US TRUSTEE:** United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

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